

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

1. RUSSELL POWELL, an individual,)	
)	
Plaintiff,)	
)	
2. O'REILLY AUTOMOTIVE, INC.)	Case No. 22-cv-135-KEW
d/b/a O'REILLY AUTO PARTS,)	
)	
Defendant.)	

COMPLAINT

COMES NOW the Plaintiff Russell Powell, by and through his attorney of record Mark L. Edwards of The Mark Edwards Law Firm, and for his cause of action against the Defendant, O'Reilly Automotive, Inc. d/b/a O'Reilly Auto Parts, alleges and states as follows:

I. JURISDICTION

1. This is an action for damages resulting from personal injury arising from negligence that occurred on or about December 27, 2021, near the City of Okmulgee, Okmulgee County, State of Oklahoma.
2. Jurisdiction of this Court is founded upon 28 U.S.C. Section 1332 in that Plaintiff and Defendant are residents and citizens of different states with the amount in controversy in excess of \$75,000.00 exclusive of interest and costs.
3. Venue of this Court is invoked pursuant to 28 U.S.C. Section 1391(b)(2) in that the event giving rise to this claim occurred near the City of Okmulgee, Okmulgee County, State of Oklahoma which is locate within the Eastern District of Oklahoma.

II. PARTIES

4. That Plaintiff in this action is:
 - a. Russell Powell – is a resident and citizen of Okmulgee, Oklahoma.
5. That the Defendant in this action is:
 - a. O'Reilly Automotive, Inc. d/b/a O'Reilly Auto Parts – a business incorporated in the State of Missouri with its principal place of business located in Springfield, Missouri.

III. FACTS

6. That on or about December 27, 2021, Plaintiff Russell Powell was a customer at O'Reilly Automotive, Inc. d/b/a O'Reilly Auto Parts.

7. That while in the store he tripped and fell.
8. As a result of his fall, Mr. Powell sustained a broken left arm with surgical repair.
9. As a result of his injury, Mr. Powell has endured and will endure permanent injury, physical pain and suffering, emotional pain and suffering, and has incurred and will incur medical expenses.

IV. COUNT I – Negligence

10. Plaintiff hereby incorporates paragraphs one through nine above.
11. Defendant had a duty to properly and safely maintain its store so as to allow customers a safe shopping environment.
12. Defendant breached its duty by failing to properly keep aisles clear.
13. Defendant's breach caused Plaintiff's fall and his injuries as described in paragraph 9 above.

WHEREFORE, based upon Defendant's negligence, Plaintiff prays for all damages described above in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars and all other relief to which he is entitled.

COUNT II – Premises Liability

14. Plaintiff hereby incorporates paragraphs one through thirteen above.
15. That Plaintiff was an invitee on Defendant's premises.
16. As an invitee, Defendant owed Plaintiff a duty to use ordinary care to keep its premises in a reasonably safe condition for the use of Plaintiff.
17. It was Defendant's duty to either remove and/or warn Plaintiff of any hidden danger that the Defendant actually knew about or should know about in the exercise of reasonable care or that was created by Defendant's employees.
18. Defendant breached its duty to Plaintiff by failing to keep its aisles free from danger.
19. As a result of Defendant's breach, Plaintiff was injured as stated in paragraph nine above.

WHEREFORE, based upon Defendant's negligence, Plaintiff prays for all damages described above in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars and all other relief to which she is entitled.

Respectfully submitted,

THE MARK EDWARDS LAW FIRM

**JURY TRIAL DEMAND RESERVED
ATTORNEY LIEN CLAIMED**

By: //s// Mark L. Edwards
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